



The Liebelt Farm
156 Junction Road, Littlehampton SA 5250
events@liebeltfarm.com.au

Terms & Conditions:

Updated: November 2023

These terms and conditions form the agreement between the person(s) making the booking ("Client") and The Liebelt Farm ("The Liebelt Farm"). The agreement commences when the Client makes a booking with The Liebelt Farm and payment of the deposit is received and The Liebelt Farm confirms the booking in writing. The Client is encouraged to read these Terms and Conditions carefully prior to making their booking and paying the deposit.

Animals: Strictly no interacting with any animals on the property, including touching and feeding. It is prohibited to bring animals onto the property, including dogs, unless prior agreement has been made with The Liebelt Farm.

Prohibited Items: No bonfires, fireworks, sparklers, piñatas, confetti, rice, or glitter are allowed on the property. Smoke machines and other special effects cannot be operated without prior authorisation from The Liebelt Farm. A minimum of 1 week notice is required. Candles are only permitted on cakes.

Decorations: The Liebelt Farm will not provide any decorations, unless otherwise stipulated at time of booking. No decorations or displays provided by the Client are to be affixed in a permanent manner, such as screwed or nailed to any part of the venue.

Cleaning: A basic cleaning kit will be provided by The Liebelt Farm for the Client's use during the event. Liebelt Farm is not responsible for any cleaning during the duration of the event. The Client must leave the property in a clean and tidy condition to a reasonable standard and may be charged a cleaning fee if the venue is left in an unsatisfactory condition. The Client will be required to pay this fee within 7 days of the event.

Carparking: The Liebelt Farm reserves the right to ask the Client and/or their guests to remove or relocate their vehicle(s) if deemed by The Liebelt Farm to be positioned in an unsafe manner. Vehicles are strictly prohibited from entering any grassed areas, unless previous permission has been sought from The Liebelt Farm, (e.g. vendor access).

Smoking: Smoking is strictly prohibited in any indoor or outdoor areas on the property, including the toilets. The carpark has a designated smoking area which any person smoking must use and dispose of their cigarette butts into the bins provided. The Liebelt Farm may remove any person breaching this condition from the property.

Footwear: Footwear must be worn at all times whilst on the property.

Alcohol: The Liebelt Farm is not a licensed venue however the Client can BYO alcohol and this is strictly limited to beer, wine and cider only. If alcohol is being sold, or a third party is hired to supply alcohol, it is the Client's responsibility to ensure the correct License is sourced to operate on the property. The Client is solely responsible for the management of any alcohol in relation to guests, vendors and any other persons in accordance with Australian Law.

Water: The Liebelt Farm does not provide access to any drinking water within the venue. It is the responsibility of the Client to bring and provide water for guests.

Exclusions: The Liebelt Farm will **not** be providing the following goods and/or services, unless otherwise stipulated in writing:

- Decorations of any kind
- Any food
- Any cooking facilities
- Any drinks, including alcohol
- Flowers & table centre pieces
- Access to drinking water, or water for cooking
- Cleaning throughout the duration of the event (all cleaning is completed after the event)
- Staff to welcome guests onto the property, or acting as security in any way

Additional Event Time: Additional hire time: \$100 per hour or part thereof.

Entertainment: Liebelt Farm reserves the right to terminate any entertainment if the maximum decibel reading is exceeded. Noise, including third party entertainment, must cease by 11pm. No adult entertainment is allowed on the property.

Deposit & Payments: A deposit of 50% of total hire cost is payable to secure the event date. Full payment is due 4 weeks (weddings) or 2 weeks (functions) prior to the event, along with the 30% bond.

Cancellation: All cancellations are required in writing. All deposits are non-refundable. If, however, The Liebelt Farm can rebook the original date prior to 2 months before the event with an event of equal value, then your deposit will be refunded in full, less a \$50.00 administration fee. If the event is cancelled after full payment has been received, the Client will forfeit the full amount.

Wet Weather Policy & Change of Area: If an outdoor area only has been reserved, an undercover area with a capacity of 80 people seated or 100 people cocktail or ceremony style may be available. An extra fee may be charged to move your event from outside to inside, depending on the amount of notice given by the Client. This extra fee is up to the discretion of The Liebelt Farm. In the event of extreme weather, the Client may request to postpone the event to an alternative available date within 2 months of the original date. This is up to the discretion of The Liebelt Farm and any outstanding costs related to the original date must be paid before a new date is confirmed.

Change of Date: If a change of date is requested more than 2 months prior and The Liebelt Farm are able to rebook the original date with an event of equal value, then the Client will be able to change the date of the event to another available date at no extra cost. If a change of date is requested less than 2 months prior and The Liebelt Farm are able to rebook the original date with an event of equal value, then the Client will be able to change the date of the event to another available date for a \$50.00 administration fee.

Number of Attendees: Final attendance numbers must be notified to The Liebelt Farm 4 weeks (weddings) or 2 weeks (functions) prior to the event.

Access: Access onto the property is strictly prohibited between midnight and 8am, unless prior arrangements have been made. The venue must be vacated by midnight. A staff member must always be onsite during access hours onto the property, and all visits are by appointment only.

Third Party Vendors: Contact details of any external suppliers and vendors attending the event are to be given to The Liebelt Farm no less than 1 week before the event. The Liebelt Farm acts as a venue only service, therefore the suppliers hold all responsibility for their services. The Liebelt Farm does not take any responsibility for any actions, claims, demands, losses, damages or costs arising from the consumption of the food or beverages that the Client or external vendor has supplied or the actions of any third party vendor. The Liebelt Farm holds the right to refuse any vendors from operating on the property if the Client has not specified their attendance during the confirmation process, and has permission to remove any vendor and/or equipment that is acting or operating in an unsafe or unlawful manner.

Forgotten Items: Although reasonable attempt will be made to notify the Client of any items left, The Liebelt Farm is permitted to dispose of such items within 7 days after the event.

Unruly Behaviour: The Liebelt Farm may terminate your event if The Liebelt Farm reasonably believes that your event is not being conducted in a safe, orderly and lawful manner. The Liebelt Farm may exclude or remove any persons or possessions from your event or from the premises. The Liebelt Farm has no responsibility to the Client for any costs, damages or expenses that the Client may incur in relation to The Liebelt Farm's termination of the event.

Confidentiality & Alternate Contacts: The Client gives The Liebelt Farm permission to confirm details about the event with the listed suppliers provided by the Client (e.g. caterers, florists, event planners) to assist with access, set up and pack up procedures. The Client gives permission to The Liebelt Farm to confirm basic event details (e.g. start time, end time, directions, accommodation suggestions, and basic venue information) with any guests who may contact The Liebelt Farm in the lead up to the event date. Should the Client wish to nominate an agent who are permitted to discuss and make changes to the event in regard to the venue and related costs, their details are to be provided to The Liebelt Farm upon booking.

Marketing Materials: By confirming the booking and paying the deposit, the Client is accepting to subscribe to any marketing materials from The Liebelt Farm via email. The Client can opt out of this at any time by notifying The Liebelt Farm in writing.

Publicity: All invitations or publicity for an event must have the following wording: *The Liebelt Farm, 156 Junction Road, Littlehampton*

Photographs & Videos: Unless otherwise advised in writing, the Client gives The Liebelt Farm permission to use their wedding photos supplied by the Client or the Client's suppliers (e.g. photographers, videographers) and any photos taken by venue staff following the event day, for use on social media and advertising purposes.

Bond: The Liebelt Farm reserves the right to take a security bond for the purpose of protecting the property from any damage or loss. The Client shall protect the venue as reasonable as possible. The bond must be paid with the final payment. Upon inspection post event, if any damage or loss to the property is noted the Client will be charged at full repair/replacement cost and the cost will be deducted from the bond amount. If the costs exceed the value of the security bond, additional payment will be paid in full by the Client. If no damage or loss to the property is noted upon inspection, the security bond will be refunded to the Client within 7 days.

Bond Charge: 30% of total cost.

Damages: The Client is liable for any damage sustained to The Liebelt Farm, its employees, agents or contractors, its premises and contents, the Client, guests, invitees, third party vendor staff or other persons attending the function, while in any area on the property. The Liebelt Farm accepts no responsibility, and is not responsible or liable to the Client, guests or any other party, and the Client indemnifies The Liebelt Farm against, any loss or damage caused directly or indirectly by the conduct of the Client, guests, vendors or other persons attending the function, including any failure by the Client or guests to observe any legislative regulatory, license or authorisation. The Liebelt Farm is released of responsibility for theft, damage or loss of any goods brought onto the property.

Liability: The Liebelt Farm, its employees, agents and contractors, will not be liable to the Client or any of the guests for any loss or damage (howsoever caused) in respect of or in any way related to the Client's use of the property or the function. The Liebelt Farm shall in no way be held responsible or accountable for any injury, death or loss of income caused to the client, guests, any third parties or properties due to the hire of the venue or provided services by third parties.

Force Majeure: The Liebelt Farm's performance under these specified Terms and Conditions is subject to acts of god, war, government regulations or actions, terrorism, pandemic, disaster, civil disorder, strike or other industrial dispute, power outages, curtailment of transport and any other emergency conditions which are beyond The Liebelt Farm's reasonable control and which would render the performance of this agreement by The Liebelt Farm impossible or illegal ("Force Majeure event"). Where The Liebelt Farm's performance is impacted by a Force Majeure event, The Liebelt Farm will endeavour to complete this contract to the best of their ability or may have to terminate this agreement by notice to the Client. If The Liebelt Farm cannot proceed with the event due to factors which are out of our reasonable control, a new date will be offered and all deposits paid will be transferred to that date. If a Force Majeure Event occurs within 5 days of the planned event, the Client will be required to compensate The Liebelt Farm for any expenses incurred to date.

Please feel free to contact us if you're unsure about these terms and conditions or need any further clarification.